

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
AMERIVOICE TELECOMMUNICATIONS, INC.**

WHEREAS, Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin ("SBC Wisconsin") and AmeriVoice Telecommunications, Inc. ("CLEC") entered into an Interconnection Agreement which became effective on _____, 2003 ("the Agreement");

WHEREAS, the Federal Communications Commission issued the Forfeiture Order, FCC 02-282, released on October 9, 2002, ("Forfeiture Order") regarding the enforcement of Paragraph 56 of Appendix C of the Memorandum Opinion and Order, FCC 99-279, in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (rel. October 8, 1999); and

WHEREAS, the Agreement permits the Parties to mutually agree to amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the Agreement as indicated herein:

1. Without limiting or otherwise affecting the Agreement and its interpretation as it existed prior to this Amendment, SBC Wisconsin shall provide CLEC access on an unbundled basis to the intraLATA interexchange transmission capabilities of SBC Wisconsin's existing network as and to the extent required by FCC rules and orders, including the Forfeiture Order ("IntraLATA Transmission Capabilities"). As used herein, "IntraLATA Transmission Capabilities" includes the L-PIC Ability (as defined below).

2. In conjunction with CLEC's purchase of an unbundled local circuit switching (ULS) port with unbundled shared transport from SBC Wisconsin under the Agreement and as and to the extent required by FCC rules and orders (including the Forfeiture Order), SBC Wisconsin shall specifically make available, upon a ULS port-specific request, the ability to route over SBC Wisconsin's existing network "1+" intraLATA calls originating from that ULS port ("L-PIC Ability"). The L-PIC Ability will be provided from SBC Wisconsin's originating end-office where the ULS port is being provided, and consists of use of SBC Wisconsin's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC Wisconsin's retail end-user customers for whom SBC Wisconsin is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of SBC Wisconsin's routing code or, if the means exist and are enabled by SBC Wisconsin to use CLEC's Carrier Identification Code (CIC) instead of SBC Wisconsin's code, then using CLEC's CIC.

3. In addition to other applicable charges, including charges for the ULS port and usage records, the rates applicable to unbundled shared transport shall also apply to the use of the L-PIC Ability. The blended transport usage-sensitive rate applies to calls originating from a ULS port and will apply in addition to ULS usage-sensitive rates, if any. The blended transport rate accounts for portions of SBC Wisconsin's network used to transport calls and encompasses use of that network including non-conversation time, and accounts for both tandem- and direct-routed traffic. Any other use of the IntraLATA Transmission Capabilities shall be requested, and associated terms, conditions, and rates established, through the bona fide request process (or its similar counterpart) set forth in the Agreement, unless such use is otherwise already provided for in the Agreement.

4. CLEC has the sole responsibility for entering into arrangements with terminating carriers for traffic originated by CLEC's customers, including those carried on the IntraLATA Transmission Capabilities. CLEC must indemnify and

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

defend SBC Wisconsin against any claims and/or damages that may result from the transmission of such traffic to any other carrier. SBC Wisconsin may provide information regarding such traffic to other telecommunications carriers as appropriate to resolve intercarrier compensation issues.

5. CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating with such ULS ports, including the traffic carried by the IntraLATA Transmission Capabilities, including such charges that are payable to third party carriers and SBC Wisconsin for the termination of such traffic to their respective end-users, as applicable. The foregoing provisions of this Paragraph 5 shall not prejudice or otherwise affect any position that either Party may take on the application of terminating access charges in any subsequent negotiation, arbitration, or otherwise.

6. This Amendment, including SBC Wisconsin's offer of the IntraLATA Transmission Capabilities, is not, and shall not in any way be construed to be, an admission by SBC Wisconsin or any of its affiliates that any one of them has acted wrongfully and/or unlawfully in any manner. This Amendment, including SBC Wisconsin's offer of the IntraLATA Transmission Capabilities, shall not be construed in any proceeding as a present or past admission of liability; shall not in any way be used as proof or evidence in any proceeding on whether SBC Wisconsin previously was required by law to provide such Capabilities; and shall not be used as proof or evidence that SBC Wisconsin should be required under this Amendment, the Agreement, or otherwise to continue to provide unbundled local circuit switching, unbundled shared transport, or such Capabilities notwithstanding the operation of Paragraph 8 of this Amendment.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED. Defined terms not given a definition herein shall have the meaning ascribed to them in the Agreement.

8. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Wisconsin Bell, Inc. d/b/a SBC Wisconsin reserves its right, to the extent Wisconsin Bell, Inc. d/b/a SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by Wisconsin Bell, Inc. d/b/a SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including,

without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

9. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any issue or subject addressed or implicated in this Amendment, or from raising and pursuing its rights and abilities with respect to the same, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing. This Paragraph is not intended and shall not be interpreted so as to permit any Party to challenge, directly or indirectly, the Amendment, including without limitation its validity, effectiveness, or application.

10. This Amendment shall be filed with the Public Service Commission of Wisconsin ("PSCW") for approval.

11. This Amendment shall be effective the first (1st) business day after its filing with the Public Service Commission of Wisconsin ("Amendment Effective Date") unless objected to by or otherwise contrary to the orders or rules of the PSCW. In the event that after the Amendment Effective Date all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the PSCW, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the PSCW; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such rejection and/or modification shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other. In the event of such a termination, the Parties shall work cooperatively to establish an orderly transition of existing use of the IntraLATA Transmission Capabilities to other serving arrangements within a reasonable period of time, not to exceed thirty (30) days in any event.

12. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.

13. The Parties acknowledge and agree that the provisions for the IntraLATA Transmission Capabilities set forth in Paragraphs 1-12 of this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in Paragraphs 1-12 of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

AmeriVoice Telecommunications, Inc.

Wisconsin Bell Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN #: _____

ACNA _____